

**A G E N D A**

**SPECIAL MEETING, OCONEE COUNTY COUNCIL**

**TUESDAY, AUGUST - 29, 1995**

**3:00 PM**

1. Call to Order
2. Invocation
3. Consideration of Bids for the Materials Recovery Facility - Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Purchasing Agent
4. Consideration of Approval of Additional Repair Work Needed on the Mitsubishi Shovel - Mr. Lee Davis, Motor Pool Foreman & Ms. Marianne Dillard, Purchasing Agent
5. Consideration of Authorization to Lease a Fuel Truck from Eastern Aviation Fuels Due to Increase in Air Traffic - Mr. Marion Lyles, Airport Manager
6. Consideration of Approval of Funds (\$300) to Enlarge Terminal Office - Mr. Marion Lyles, Airport Manager
7. Consideration of Contingency Funds in the Amount of \$2,500 for the Purchase of Riding Lawn Mower - Mr. Marion Lyles, Airport Manager
8. Consideration of EMS Grant
9. Old Business
10. New Business
11. Adjourn

**MEMBERS, OCONEE COUNTY COUNCIL**

Ms. M. Fran Burrell, District I    Mr. Harrison E. Orr, District II  
Mr. Harry R. Hamilton, District III    Mr. Roy B. Strickland, District IV  
Mr. Alton K. Williams, District V

**MINUTES, SPECIAL MEETING, OCONEE COUNTY COUNCIL**

The Oconee County Council held a special meeting Tuesday, August 29, 1995 at 3:00 pm in Council Chambers with all Council Members and the County Attorney present.

Members of the press notified (by mail):  
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WYFF TV & WLOS TV.

Press

Members of the press present: Gregg Oliver - Journal/Tribune and Ashton Hester - Keowee Courier.

The meeting was called to order by Supervisor-Chairman Crain who welcomed the guests and media.

Call to Order

The invocation was given by Mr. Williams.

Invocation

Upon recommendation of Mr. Joseph Reading, Project Manager, HDR Engineering, Ms. Marianne Dillard, Purchasing Agent & Mr. Jack Hirst, Solid Waste Director, Mr. Hamilton made a motion, seconded by Mr. Strickland, approved 5 - 0 that the bid for the Materials Recovery Facility, as per attached recommendation of HDR Engineering, be awarded to Norungolo-Davis, Inc. at a total cost of \$1,903,469 which includes the base bid and additive alternate #2 plus a contingency of five percent (5%) of the contract for change orders as approved by administration. The recommendation of HDR also included the county waiving all irregularities.

Solid Waste

Norungolo-Davis, Inc. will have two hundred, seventy (270) days to complete the project and the contract has a liquidated damage clause of \$750 per day over the allotted time and an incentive clause of \$750 per day, not to exceed thirty (30) days, for completing the project early.

Upon recommendation of Mr. Lee Davis, Motor Pool Foreman and Ms. Dillard, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that a change order in the amount of \$6,573.70 be issued for additional repair work needed on the Mitsubishi 580 Shovel be adopted. (See attached breakdown of parts and labor)

Motor Pool

Upon request of Ms. Dillard, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 5 - 0 that \$300 be expended for an additional phone line in the Purchasing Department.

Purchasing

Upon request of Mr. Marion Lyles, Airport Manager, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the County Attorney negotiate the terms and length of an agreement with Eastern Aviation Fuel, Inc. not to exceed \$5,000 to lease a fuel truck.

Aeronautics

Also, upon request of Mr. Lyles, Mr. Strickland made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Aeronautics be allowed to expend up to \$300 from line item 10 009 00150 00022 to enlarge the office at the airport.

Further, upon request of Mr. Lyles, Mr. Williams made a motion, seconded by Mr. Strickland, approved 5 - 0 that Aeronautics be allowed to transfer \$1,800 from line item 10 009 00150 00870 into line item 10 009 00150 00840 to purchase a riding lawn mower.

Mr. Strickland made a motion, seconded by Mr. Williams that the attached EMS Grant in the amount of \$17,990 be adopted.

EMS  
Grant

Ms. Burrell made a motion, seconded by Mr. Strickland, approved 5 - 0 that the amount of the grant be amended to \$19,087.

The motion, as amended was then adopted 5 - 0.

Mr. Orr, Chairman, Roads & Transportation Committee, re-scheduled a committee meeting from September 8, 1995 to September 11, 1995 at 10:00 am.

Roads

Ms. Burrell, Chairperson, Purchasing, Contracting, Real Estate, Building & Grounds Committee, informed those present there would be a committee meeting prior to the next regularly scheduled Council Meeting.

Purchase

To Ms. Burrell's inquiry regarding whether the referendum for the school district regarding the building of new buildings was a binding or an advisory referendum, Mr. Cain, County Attorney, stated he was not involved in that procedure and did not have enough information to comment. He further stated he felt Ms. Burrell was correct in referring the constituent to the School Board.

School

Upon request of Mr. Cain, Mr. Strickland made a motion, seconded by Ms. Burrell, approved 5 - 0 that Council go into executive session to discuss contractual matters.

Executive  
Session

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When open session resumed, Mr. Strickland made a motion, seconded by Mr. Williams, approved 5 - 0 that the administration be given the authority to proceed with the acquisition of an 8.208 acre tract of land at a total cost of \$41,040 and a 3.97 acre of land at a total cost of \$20,000 adjacent to the airport.

Open  
Session  
(Airport)

Further, upon approval by the court, the county proceed to purchase the remaining one third interest of the approximately thirty (30) acre tract of land adjoining the Seneca Landfill.

Solid  
Waste

Adjourn: 4:30 pm

*Norman D. Crain*  
Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

NDC

# HDR

Date 8/23/95

Number of Pages (includes cover page) 5

## FAX TRANSMITTAL SHEET

### Message To:

Authorization Code 0325

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Name MARIANNE DILLARD

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Firm \_\_\_\_\_

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City \_\_\_\_\_

HDR Project No. \_\_\_\_\_

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Teletype No. 803 638 4142

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Telephone No. \_\_\_\_\_

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State \_\_\_\_\_

If you do not receive all of the pages, please call (704) 338-1800 as soon as possible.

### Message From:

Name JOE READING

### Message:

MARIANNE - MRF BID TABULATION / RECOMMENDATIONS

ATTACHED. PLEASE CALL ME TO DISCUSS.

THANKS.

*Joe*

August 22, 1995

**HDR**

Mr. Norman Crain  
 Oconee County Administrator  
 208 Booker Drive  
 Walhalla, SC 29691

Re: Recommendation for Award  
 Oconee County Materials Recovery Facility  
 HDR Project No. 07488-001-018

Dear Mr. Crain:

Bids for the referenced project were received and publicly read aloud at 2:00 p.m. on Wednesday, August 16, 1995, in the offices of Oconee County.

The project consists of the construction of a Material Recovery Facility, Administration Building, Compost Area, Motor Truck Scale, and Access Road and Utilities.

The "Invitation to Bid" was placed in the following publications:

1. Association General Contractors Bulletin.
2. F.W. Dodge Report
3. South Carolina Business Opportunities

Plans and specifications were available for public review during the advertisement period at the following locations:

1. F.W. Dodge Offices: Charlotte, NC; Greenville, and Columbia, SC
2. A.G.C. Offices: Charlotte, NC; Greenville, and Columbia, SC
3. HDR Engineering, Inc. of North Carolina, 128 S. Tryon St., Suite 1400, Charlotte, NC

The following is a list of the Bidders in sequential order:

Bidder	Address	Total Base Bid for Project	Deductive Alt. 1	Additive Alt. 2	Deductive Alt. 3
Norungolo-Davis, Inc.	Piedmont, SC	\$1,799,369	\$93,370	\$104,100	\$20,000
Greenbrier Construction	Greenville, SC	\$1,880,000	\$106,000	\$38,000	\$19,000
Matrix Construction, Co.	Anderson, SC	\$1,895,498	\$110,270	\$31,150	\$15,000
L-J, Inc.	Columbia, SC	\$1,988,888	\$88,888	\$42,300	None
J-C Construction, Inc.	Lugoff, SC	\$1,994,401	\$97,910	\$38,841	\$30,000

HDR Engineering, Inc.  
 of North Carolina

Suite 1400  
 128 S. Tryon Street  
 Charlotte, North Carolina  
 28202-5001

Telephone  
 704 338-1800  
 Fax  
 704 338-6760

Mr. Norman Crain  
August 22, 1995  
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The above bids were examined for accuracy and compliance with the bid requirements. Please view the attached Bid Tabulation for a more detailed comparison. The following irregularities were noted during our review:

1. Norungolo-Davis, Inc. did not include a unit price for fencing in their base bid; they instead included the amount for all fencing in the Additive Alternate No. 2. After the bids were received, Norungolo-Davis provided a breakdown of \$67,000 for fencing in the base bid and \$37,100 for Additive Alternate No. 2.
2. L-J, Inc. did not submit a price for Deductive Alternate Number 3. L-J, Inc. also included a unit price of \$0 for the baler system. The baler system cost was apparently included in the glass processing system line item.
3. Matrix Construction Co. had a \$98 discrepancy in their total bid price. Their bid read \$1,895,400 for the firm lump sum base bid price on the Proposal Form (Exhibit A), while a check of the math indicated that the individual items totaled to \$1,895,498.

Norungolo-Davis provided HDR with their qualifications statement (AIA Document A305) and brochure information regarding the company. This information has been forwarded to the County under separate cover by Norungolo-Davis.

Norungolo-Davis' principals are Mr. Mike Norungolo and Mr. Jimmy Davis, Jr. Mr. Norungolo is a former principal of the Threatt-Michael Construction Co., and Mr. Davis is also a former employee of Threatt Michael. They resigned from Threatt-Michael in 1990 and became co-founders of Norungolo-Davis, Inc. The list of project references is broken into portions which were Threatt-Michael projects and those since 1990 which are projects performed as Norungolo-Davis, Inc.

HDR contacted references in Anderson County regarding the Big Creek Materials Recovery Facility, Belton, SC; Fluor-Daniel, Inc., regarding the Weather Forecast Office in Greer, SC; Freeman Mechanical of Greenville, SC; Mr. John Boyette, Piedmont Olsen Hensley, Inc.; and Jerry Balding of the Greer Public Works Commission regarding the Backup Power System Project.

All persons contacted gave very favorable recommendations regarding Norungolo-Davis, Inc.

Personnel at the Peerless Insurance Company, the bonding company for Norungolo-Davis, Inc., were also contacted. They verbally verified that an award to Norungolo-Davis, Inc. in the amount bid for the Oconee County Materials Recovery Facility would be well within the authorized bonding capacity of Norungolo-Davis, Inc.

Mr. Norman Crain

August 22, 1995

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**Recommendations**


Based upon our findings and analysis listed above, we make the following recommendations:

1. Per our conversations with Oconee County staff, we recommend that the County award the contract based on the firm lump sum base bid including the Additive Alternative No. 2 for fencing.
2. We recommend that the contract be awarded to the lowest responsible responsive bidder, Norungolo-Davis, Inc., in the amount of \$1,903,469.00. This amount includes the base bid price and the Additive Alternate No. 2.
3. We recommend that the County waive all irregularities.

Should you have any questions concerning the bids received or our recommendations, please contact us. We are looking forward to continued services on this and related projects.

Respectfully submitted,

**HDR Engineering, Inc. of North Carolina**



Joseph C. Readling, P.E.  
Project Manager

JCR/det

cc: Marianne Dillard  
Jack Hirst



**OCONEE COUNTY MATERIALS RECOVERY FACILITY  
OCONEE COUNTY, SOUTH CAROLINA**

Date:  
08/23/95

Bid Tabulation

Bidder:	Nonungolo - Davis, Inc.	Greenbrier Construction	Matrix Construction, Co.	L - J, Inc.	J. C. Construction, Inc.
Address:	P. O. Box 1100 B5 Sakura Park, Cooper Rd. Piedmont, SC 29673	5000 Old Bancambo Rd. Suite 11 Greenville, SC 29609	1213 Crestview Road Anderson, SC 29622	220 Stoneridge Drive Suite 405 Columbia, SC 29210	397 Highway 601 South P. O. Box 280 Lugoff, SC 29078
License No.:	G 10073	G 12410	G 11041	G 12291 and D 50202	G 10038 and D 51534
Surety:	The Netherlands Insurance Co.	Great American Insurance Co.	North American Specialty Ins. Co.	Fireman's Fund Insurance Co.	North American Specialty Ins. Co.
Item Description	Amount	Amount	Amount	Amount	Amount
1. Mobilization	\$30,000	\$20,000	\$44,000	\$188,898	\$50,000
2. Glass Processing System	\$92,000	\$110,000	\$91,367	\$292,620	\$125,350
3. Baler System	\$155,000	\$140,000	\$167,722	\$0	\$260,931
4. Truck Scale	\$55,000	\$62,000	\$65,570	\$71,273	\$65,570
5. Fencing	** \$0	\$64,000	\$67,045	\$37,500	\$69,050
6. Gravity Sewer (8-inch line station 00+00 to 25+85)	\$165,000	\$95,000	\$98,200	\$63,780	\$12,000
7. Construction Testing Allowance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
8. All other Work, equipment and materials shown on Drawings and Specified in the Contract Documents	\$1,277,369	\$1,364,000	\$1,335,594	\$1,309,817	\$1,386,492
<b>9. Firm Lump Sum Base Bid Price</b>	<b>\$1,799,369</b>	<b>\$1,880,000</b>	<b>*** \$1,895,498</b>	<b>\$1,988,888</b>	<b>\$1,994,401</b>

Alternates					
1 - Compost Pad (Deductive)	\$93,370	\$106,000	\$110,270	\$88,888	\$97,910
2 - Fencing (Additive)	** \$104,100	\$38,000	\$31,150	\$42,300	\$38,841
3 - Fire Protection System (Deductive)	\$20,000	\$10,000	\$15,000	**** none	\$30,000

Schedule A - Major Equipment					
1. Pulverizer	Drew-It Crusher	Drew-It Crusher	Drew-It Crusher	Quality Recycle Equipment	Andela
2. Trommel	Central	Central	Drew-It Crusher	Quality Recycle Equipment	Andela
3. Baler	International	International	International	Quality Recycle Equipment	International
4. Truck Scales	Fairbanks, Inc.	Fairbanks, Inc.	Fairbanks, Inc.	Fairbanks, Inc.	Fairbanks, Inc.

Notes: ^ - L - J, Inc. included a price of \$0 for the unit price of the Baler System. The Baler cost is apparently included in the glass processing system price.  
 \*\* - Nonungolo - Davis, Inc. did not have a base bid price for "Fencing", they included all fencing in the additive Alternate No. 2  
 \*\*\* - The "Firm Lump Sum Base Bid" line item read \$1,895,400, but the math indicates the total as being \$1,895,498  
 \*\*\*\* - L - J, Inc. did not include a price for the Deductive Alternate No. 3



AIA Document A305

# Contractor's Qualification Statement

1986 EDITION

*This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: HDR Engineering, Inc.  
ADDRESS: 128 South Tryon Street, Suite 1400  
Charlotte, NC 28202-5001

SUBMITTED BY:	Norungolo-Davis, Inc.	Corporation	<input checked="" type="checkbox"/>
NAME:	Post Office Box 1100	Partnership	<input type="checkbox"/>
ADDRESS:	Piedmont, SC 29673	Individual	<input type="checkbox"/>
PRINCIPAL OFFICE:	Suite B5, Saluda Park	Joint Venture	<input type="checkbox"/>
	Cooper Road (Hwy. 153 & I85)	Other	<input type="checkbox"/>
	Piedmont, SC 29673		

NAME OF PROJECT (if applicable): Oconee County Materials Recovery Facility

TYPE OF WORK (file separate form for each Classification of Work):

<input checked="" type="checkbox"/> General Construction	<input type="checkbox"/> HVAC
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Electrical
<input type="checkbox"/> Other _____	

(please specify)

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? Four

1.2 How many years has your organization been in business under its present business name? Four

1.2.1 Under what other or former names has your organization operated? None

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: May 31, 1991  
1.3.2 State of incorporation: South Carolina  
1.3.3 President's name: Michael P. Norungolo  
1.3.4 Vice-president's name(s): James V. Davis, Jr.

1.3.5 Secretary's name: James V. Davis, Jr.  
1.3.6 Treasurer's name: Michael P. Norungolo

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:  
1.4.2 Type of partnership (if applicable):  
1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:  
1.5.2 Name of owner:

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

South Carolina Unlimited in Building & Public Utilities (water & sewer lines, sewer plants), GC Licence No. G10073

North Carolina Unlimited in Building & Public Utilities (water & sewer lines, sewer plants), GC Licence No. 29839

Georgia Unlimited in Building, GC License No. N/A

Florida Unlimited in Building, GC License No. CO20749

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

DIV 3 ---- Concrete/Reinforcing Steel

DIV 5 ---- Miscellaneous Metals

DIV 6 ---- Carpentry

DIV 8 ---- Doors/Frames/Hardware

DIV 10 --- Installation of Miscellaneous Specialty Items

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it? No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. See Attached Sheet

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:  
See Attached Sheets

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached Sheets

#### 4. REFERENCES

##### 4.1 Trade References:

Eldeco, Inc. Mr. Larry McKinney 803-271-9430  
P.O. Box 966  
Greenville, SC 29602

Sanders Brothers, Inc. Mr. Jim Sanders 803-489-1144  
P.O. Box 188  
Gaffney, SC 29342

Feltman Masonry Mr. Harvey Feltman 803-647-9858  
P.O. Box 428  
Westminster, SC 29683

Freeman Mechanical Mr. Sid Acker 803-288-3530  
P.O. Box 1927  
Greenville, SC 29602

##### 4.2 Bank References:

\*NationsBank Mr. Allen Ducker 803-855-8303  
P.O. Box 9  
Easley, SC 29641  
Vice President

Peoples National Bank Mr. Bob Dye 803-859-2265  
P.O. Box 1989  
Easley, SC 29641  
President

\*Principal Bank

##### 4.3 Surety:

4.3.1 Name of bonding company: Peerless Insurance Company

4.3.2 Name and address of agent: Boyle-Vaughan Associates, Inc.  
Mr. Scott Hull  
P.O. Box 3824  
Greenville, SC 29606

## Prior Experience of Principals

Representative List of Major Completed Contracts Sept. 1984 thru Sept. 1991 While at Threatt-Michael Construction Company

Item	Description of Project	Name of Owner	Architect/Engineer	Contract Amount	Date Completed
1.	Grading/Concrete Greenville, S.C.	Lockheed Aeromod Greenville, S.C.	The Piedmont Group Greenville, S.C.	\$ 32,300	07/31/90
2.	U.S. Army Reserve Center Greenwood, S.C.	Dept. of the Army Moncks Corner, S.C.	Owner's Plans	\$ 1,485,593	03/30/90
3.	Extruder Building Greer, S.C.	Hoechst Celanese Greer, S.C.	Owner's Plans	\$ 952,841	05/01/90
4.	Plant Expansion Union Carbide	Union Carbide Charlotte, N.C.	Owner's Plans	\$ 174,264	06/30/90
5.	Cancer Treatment Center/Parking MRI/Outpatient Ser. & Surgicare Center Anderson, S.C.	Anderson Memorial Hospital Anderson, S.C.	Harold Mack & Associates Greenville, S.C.	\$12,392,289	12/01/89
6.	Manufacturing Building & Office Anderson, S.C.	Kravet Fabrics Anderson, S.C.	The Piedmont Group Greenville, S.C.	\$ 2,566,634	01/31/90
7.	Lockheed Aeromod Hangar Greenville, S.C.	Lockheed Aeromod Greenville, S.C.	The Piedmont Group Greenville, S.C.	\$ 351,678	01/15/90
8.	UPS Parcel Distribution Facility Asheville, N.C.	Ralcar Corp. c/o United Parcel Service Doraville, Fa.	The Piedmont Group Greenville, S.C.	\$ 1,623,836	01/30/89

## Prior Experience of Principals

Representative List of Major Completed Contracts Sept. 1984 thru Sept. 1991 While at Threatt-Michael Construction Company

Item	Description of Project	Name of Owner	Architect/Engineer	Contract Amount	Date Completed
9.	Edisto Convalescent Center Orangeburg, S.C.	Edisto Convalescent Center c/o Osborn Enterprises Louisville, Ky.	Ard-Wood Architects Greenville, S.C.	\$ 1,416,669	03/01/89
10.	Duke Power Company CMD/Outlying Facilities Clemson, S.C.	Duke Power Company Charlotte, N.C.	Duke Power/FWA Charlotte, N.C.	\$ 5,379,668	02/15/89
11.	UPS Parcel Distribution Facility Greenwood, S.C.	SoCol Corporation c/o United Parcel Service Doraville, Ga.	Ard-Wood/Threatt-Michael Greenville, S.C.	\$ 615,987	11/09/88
12.	Phase III New Manufacturing Plant Mauldin, S.C.	National Electrical Carbon Mauldin, S.C.	RMT, Inc. Greenville, S.C.	\$ 3,168,966	12/01/88
13.	Office Building Greenville, S.C.	Greenville County Greenville, S.C.	Craig, Gaulden & Davis Architects Greenville, S.C.	\$ 2,273,836	09/24/88
14.	Warehouse Addition & Office Addition/ Renovations Charlotte, N.C.	Boy Scouts of America Charlotte, N.C.	Lockwood Greene Engineers Spartanburg, S.C.	\$ 1,421,754	09/15/88
15.	PH. I Renovation Greenville, S.C.	Second Presbyterian Church Greenville, S.C.	Greene & Associates Greenville, S.C.	\$ 1,590,090	06/27/88

## Prior Experience of Principals

Representative List of Major Completed Contracts Sept. 1984 thru Sept. 1991 While at Threatt-Michael Construction Company

Item	Description of Project	Name of Owner	Architect/Engineer	Contract Amount	Date Completed
16.	Hospital Additions & Renovations Jesup, Ga.	Wayne Memorial Hospital Jesup, Ga.	Heery Architects Atlanta, Ga.	\$ 1,819,393	09/16/88
17.	Three Commercial Buildings, Welcome Center, Greenville, S.C.	Verdae Properties Greenville, S.C.	Paul Hughes. Architect Greenville, S.C.	\$ 1,033,891	01/31/88
18.	O'Charley's Restaurant Greenville, S.C.	Carolina Restaurant Group, Inc. Nashville, Tenn.	Edwards & Hotchkiss, Inc. Brentwood, Tenn.	\$ 680,034	02/15/88
19.	Warehouse/Mfg. Adm. Spartanburg, S.C.	Leigh Fibers Spartanburg, S.C.	Design/Build	\$ 1,515,000	02/26/88
20.	New Activities Building Spartanburg, S.C.	Bethel United Methodist Church Spartanburg, S.C.	Thomas-Campbell-Pridgeon, Inc. Spartanburg, S.C.	\$ 1,047,613	02/28/88
21.	UPS Parcel Distribution Center Athens, Ga.	Galanta Co. Doraville, Ga.	Jordan, Jones & Goulding	\$ 992,409	11/07/87
22.	Magnetic Resonance Imaging Greenville, S.C.	Greenville Hospital System Greenville, S.C.	Heery Architects Atlanta, Ga.	\$ 1,676,609	03/02/87
23.	Additions & Alterations Orangeburg, S.C.	Orangeburg Nursing Home Orangeburg, S.C.	Ard-Wood Architects Greenville, S.C.	\$ 596,335	03/06/87
24.	Brake Program Plant Modification York, S.C.	Rockwell International Troy, MI	Plans by Owner	\$ 1,374,523	06/12/87



## Prior Experience of Principals

Representative List of Major Completed Contracts Sept. 1984 thru Sept. 1991 While at Threatt-Michael Construction Company

Item	Description of Project	Name of Owner	Architect/Engineer	Contract Amount	Date Completed
25.	Benchmark Inn Norcross, Ga.	Benchmark Inn Sarasota, Fl.	Corbin/Yamafuji Ft. Lauderdale, Fl.	\$ 3,498,790	02/15/87
26.	New Finished Garment Facility Gaffney, S.C.	Hamrick's Inc. Gaffney, S.C.	Westmoreland-McGarity-Pitts Spartanburg, S.C.	\$ 6,000,000	09/10/86
27.	Troop Medical Clinic Fort Jackson, S.C.	Army Corps of Engineers Savannah, Ga.	Army Corps of Engineers Savannah, Ga.	\$ 2,339,805	09/07/86
28.	UPS Parcel Distribution Fac. Spartanburg, S.C.	SoCol Co. Doraville, Ga.	The Piedmont Group Greenville, S.C.	\$ 1,895,987	12/31/86
29.	Chilled Water Expansion Clemson, S.C.	Clemson University Clemson, S.C.	Peritus Engineers Greenville, S.C.	\$ 740,000	12/31/86
30.	New Facility Spartanburg, S.C.	First Baptist Church Spartanburg, S.C.	Thomas-Campbell-Pridgeon, Inc. Spartanburg, S.C.	\$ 4,813,897	08/31/86
31.	Area A Alterations York, S.C.	Rockwell International Troy, Michigan	Design/Build	\$ 1,665,297	07/31/86
32.	Silicon Wafer Facility Durham, N.C.	Dynamit Nobel Grace Silicon Durham, N.C.	Daniel Engineering Greenville, S.C.	\$ 3,409,110	05/22/86
33.	Offices & Dist. Center Lavonia, Ga.	Ross Operating Valve Company Troy, Michigan	Barry A. Bankes Greenville, S.C.	\$ 832,454	02/21/86

## Prior Experience of Principals

Representative List of Major Completed Contracts Sept. 1984 thru Sept. 1991 While at Threatt-Michael Construction Company

Item	Description of Project	Name of Owner	Architect/Engineer	Contract Amount	Date Completed
34.	Walton Mills Monroe, Ga.	Walton Monroe Mills Monroe, Ga.	Design/Build	\$ 640,756	01/31/86
35.	Family Life Center Inman, S.C.	First Baptist Church Inman, S.C.	Albert B. Jolly, Jr. & Associates Spartanburg, S.C.	\$ 934,725	12/09/85
36.	Mat. I Control Lab. Gatorizing, Flex. Mach. Area, etc.	United Technologies Pratt & Whitney Columbus, Ga.	Managed by Sirrine Services Greenville, S.C.	\$ 3,511,129	09/10/85
37.	Research Design Center/PH Control Pickens, S.C.	Brunswick Yarns Pickens, S.C.	Design/Build	\$ 566,878	09/23/85
38.	Whse. Traffic Crt. & Area "B" Mod. Spartanburg, S.C.	Leigh Fibers Spartanburg, S.C.	Design/Build	\$ 2,992,738	09/30/85
39.	Plant Expansion Clinton, S.C.	Morris Bean Industries Yellow Springs, Ohio	Design/Build	\$ 497,712	06/07/85
40.	Whse. Area E & Offc. Modifications. Spartanburg, S.C.	Liegh Fibers Spartanburg, S.C.	Design/Build	\$ 2,057,759	06/18/85
41.	Encapsulation Line Greenville, S.C.	General Nutrition Corp. Greenville, S.C.	Design/Build	\$ 337,559	02/18/85
42.	Country Club & Support Facilities Spartanburg, S.C.	Carolina Country Club Spartanburg, S.C.	Design/Build	\$ 2,305,589	09/30/84

## Prior Experience of Principals

Representative List of Major Completed Contracts Sept. 1984 thru Sept. 1991 While at Threatt-Michael Construction Company

Item	Description of Project	Name of Owner	Architect/Engineer	Contract Amount	Date Completed
43.	Computer Addition Greenville, S.C.	IBM/Lockheed Greenville, S.C.	Com-Site International Beltsville, Md.	\$ 176,500	08/24/90
44.	Processing Center Addition Anderson, S.C.	BASF Corporation Enka, N.C.	RMSA Architects Liberty, S.C.	\$ 1,364,222	02/16/91
45.	Berkeley County Judicial Center Moncks Corner, S.C.	Berkeley County Moncks Corner, S.C.	LS3P Architects Charleston, S.C.	\$ 3,580,610	02/14/91
46.	Lower Berkeley County Branch Library Goose Creek, S.C.	Berkeley County Moncks Corner, S.C.	LS3P Architects Charleston, S.C.	\$ 1,215,390	11/22/90
47.	Distribution Center Addition Gaffney, S.C.	Hamrick's Inc. Gaffney, S.C.	Ard-Wood Architect Greenville, S.C.	CM Contract ±4,000,000 Facility	02/15/91
48.	Parking Deck Expansion Spartanburg, S.C.	Spartanburg General Hospital Spartanburg, S.C.	Freeman/White Charlotte, N.C.	\$ 4,015,036	04/15/91

Item	Description of Project	Name of Owner	Architect/Engineer	Contract Amount	Percent Complete	Date Completed
1.	Hoechst Celanese/ Woodgreene Center- Truck Dock Addition/ Modification Greenville, SC	Hoechst Celanese Spartanburg, SC Ron Edge, 803-288-1631	RMT Greenville, SC	\$226,000	100	12/31/92
2.	Phillips/Dupont Optical Media Corp. Shipping Area Exp. Grover, NC	Phillips/Dupont Grover, NC Jerry Martin, 704-734-4100	W.E. Gilbert & Assoc.	\$470,000	100	02/15/93
3.	Oconee Memorial Hospital Surgery Additions/Renov. Seneca, SC	Oconee Memorial Hospital Seneca, SC Ken Nix, 803-885-7629	Louis P. Batson III Greenville, SC	\$650,000	100	08/30/93
4.	Hoechst Celanese West Dock Facility Woodgreene Center Greenville, SC	Hoechst Celanese Spartanburg, SC Ron Edge, 803-288-1631	WGM Design, Inc. Charlotte, NC	\$366,000	100	09/15/93
5.	Hoechst Celanese Site Grading Demolition Greenville, SC	Hoechst Celanese Spartanburg, SC Ron Edge, 803-288-1631	RMT Greenville, SC	\$149,000	100	12/15/93
6.	NationsBank Greenville, SC	NationsBank	DSP Architects Greenwood, SC	\$300,000	100	03/30/94
7.	Peoples National Bank Pickens, SC	Peoples National Bank Easley, SC John Sparks, 803-878-8191	Jim Phillips AIA Greenville, SC	\$510,000	100	04/01/94
8.	Dacusville Fire Station Easley, SC	Pickens County Pickens, SC	Ard-Wood Architects Greenville, SC Danny Ard, 242-5450	\$370,000	100	07/15/94

Item	Description of Project	Name of Owner	Architect/Engineer	Contract Amount	Percent Complete	Date Completed
9.	AnMed Pediatric Clinic Anderson, SC	Anderson Area Medical Center, Anderson, SC Mark Chapman, 261-1178	J. Harold Mack & Assoc. Greenville, SC Pat Burke, 235-6342	\$356,000	100	08/30/94
10.	NationsBank Greenville, SC	NationsBank Paul Odom, 803-765-8100	DSP Architects Greenwood, SC Frank Hinson	\$456,000	100	10/01/94
11.	AnMed Home Care Care Offices Anderson, SC	Anderson Area Medical Center, Anderson, SC Mark Chapman, 261-1178	J. Harold Mack & Assoc. Greenville, SC Pat Burke, 235-6342	\$1,000,209	100	11/01/94
12.	Big Creek Material Recovery Facility Belton, SC	Anderson County Anderson, SC <del>William McCoy</del> , 260-4190 Jack Crowe 260-4092	Pan-Carolina Design/Build	\$517,000	100	12/31/94
13.	Hoechst Celanese Woodgreene Center Phase I Re-Roofing Greenville, SC	Hoechst Celanese Spartanburg, SC Ron Edge, 803-288-1631	WGM Design, Inc. Charlotte, NC	\$505,000	100	12/31/94
14.	Weather Forecast Office, Greer, SC	U.S. Dept. of Commerce Kansas City, MO Carol Conaway, 816-426-7267, ext. 232	Fluor Daniel, Inc. Kansas City, MO Tom Kelley, 816-751-6644	\$1,286,940	100	04/01/95
15.	Eison Goot New Office Environment Greenville, SC	Eison Goot Group Greenville, SC Mike Goot, 803-676-9663	Louis P. Batson III Greenville, SC	\$615,574	100	04/01/95
16.	Overnite Terminal Office/Renovations Greenville, SC	Overnite Transportation Company, Richmond, VA David Winkler, 804-231-8989	Fraher-Favaro Richmond, VA	\$255,315	100	5/30/95
17.	Rogers American Office/Renovations Greenville, SC	Rogers American Charlotte, NC Curt Rogers, 704-544-1881	WGM Design, Inc. Charlotte, NC Bill Monroe, 704-342-9876	\$297,230	100	5/30/95

Item	Description of Project	Name of Owner	Architect/Engineer	Contract Amount	Percent Complete	Date Completed
1.	O.P. Earle Elementary School Additions/Renovations Landrum, SC	Spartanburg School District No. One Campobello, SC Jimmy Littlefield, 803-468-4542	McMillan Smith & Partners Spartanburg, SC	\$1,042,000	62	12/30/95
2.	Holly Springs-Motlow Elementary School Additions/Renovations Campobello, SC	Spartanburg School District No. One Campobello, SC Jimmy Littlefield, 803-468-4542	McMillan Smith & Partners Spartanburg, SC	\$522,686	48	12/30/95
3.	Hoechst Celanese Corp. Roof Drainage System Greenville, S.C.	Hoechst Celanese Corp. Spartanburg, S.C. Ron Edge, 803-288-1631	John Brown Eng. Greenville, SC	\$338,200	65	09/01/95
4.	Backup Power System Greer, S.C.	Public Works Commission Greer, S.C. Tony Cannon, 803-848-5500	Design South Prof. Anderson, S.C.	\$1,323,000	0	06/01/96

5. FINANCING

5.1 Financial Statement. (1994 Enclosed)

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:  
Brigman, Holcomb, Weeks & Co., P.A., P.O. Box 1057, Greenville, SC 29602, Phone (803) 235-8561

5.1.3 Is the attached financial statement for the identical organization named on page one?  
Yes

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?  
Yes

6. SIGNATURE

6.1 Dated at Piedmont this twenty-first day of August 19 95.

Name of Organization: NORUNGOLO-DAVIS, INC.

By: *[Signature]*  
Michael P. Norungolo  
Title: President

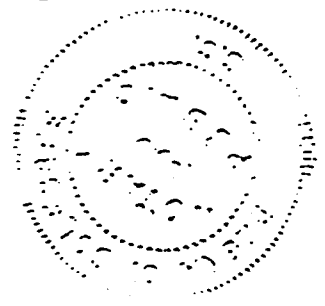
6.2

Mr. Michael P. Norungolo being  
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this twenty-first day of August 19 95

Notary Public: *[Signature]*

My Commission Expires: 6/03/03



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**Yarns  
Brunswick**  
America's Quality Yarns

H. Morgan Haskell  
*President*


February 17, 1993

TO: Whom It May Concern

We'd like to give an A++ rating to Michael P. Norungolo for the outstanding job he has done in building over 20 additions to our 165,000 square foot factory in Pickens.

We first met Mike as the Project Manager for the #2 Construction Company in Greenville back in 1964. He has handled every construction job we've done ever since. The last job done for us was in the mid 1980's when he built 3 additions all at once.

We'd be delighted to talk with anyone considering working with Michael Norungolo of Norungolo - Davis, Inc. Please call me or Ernie Dandeneau, our Senior Vice President.



H. Morgan Haskell

HMH:dpl



To Whom it May Concern:

Within the last year or so our good friends Mike Norungolo and Jimmy Davis formed a new construction company, Norungolo Davis, Inc., General Contractors. While their company is new, our long relationship with these two fine individuals is such that it is our pleasure to recommend them and their company to your consideration.

I have personally known and worked with Mike Norungolo since the early days of Yeargin Construction Company in the late 60's. Our relationship has been solid, we communicate with open candor and the relationship has produced a number of fine buildings and satisfied owners.

Over a number of years we have grown to rely on Jimmy Davis for his expertise and ability to get things done from the level of the smallest detail in the recent remodeling of our architectural offices up to and including his construction management of a 100,000 SF addition to Hamrick's of Gaffney.

We could not think more highly of these two gentlemen as individuals and together as a company we have complete confidence that they will produce whatever result is promised or contracted for.

It is a pleasure to commend NDI to your attention.

Very truly yours,

ARD-WOOD ARCHITECTS, INC.

Avery Wood, Jr., AIA

February 19, 1993  
91523 AWj/dw

OVERNITE TRANSPORTATION COMPANY

P. O. BOX 1216 / RICHMOND, VIRGINIA 23209-1216 / (804) 231-8000



RECEIVED JUN 0 8 1995

June 5, 1995

Norungolo-Davis Inc.  
P.O. Box 1100  
Piedmont, SC 29673

Dear Sirs:

Now that the work is finished at our Greenville, SC Service Center, I thought I would write to thank you for a job well done! With large scale renovations such as these, it is refreshing to work with such a top notch group. Additionally, I wanted to be sure and thank Patrick Hourihan for his skill and expertise in completing this project. If ever I could be of any assistance to you, please let me know. Much continued success to your organization!

Sincerely,

A handwritten signature in cursive script that reads "David R. Winkler". The signature is written in dark ink and is positioned above the typed name and title.

David R. Winkler  
Manager, Facilities Maintenance  
Overnite Transportation Co.

DW/mls



# Pioneer Machinery, Inc.

P. O. BOX 1003  
405 OAK ROAD  
PIEDMONT, SC 29673

August 16, 1995

ATTN: HELEN  
Oconee County

RE: REPAIRS ON MITSUBISHI 580 NOT COVERED IN ENGINE QUOTE

(4)	# 32580-04500	Seal	\$ 8.37/ea	\$ 33.48
(1)	# 03452-23002	Brg		\$ 86.25
(1)	# 0957962	Brg		\$ 21.05
(1)	# 0944786	Shaft		\$1372.67
(1)	# 0951684	O-Ring		\$ 4.60
(1)	# 0944797	Seal		\$ 90.40
(1)	# 1R6083	Gasket		\$ 1.59
(1)	# 0951029	Brg		\$ 58.67
(1)	# 0951027	Brg		\$ 37.84
(1)	# 32580-14400	Disc		\$909.51
(1)	# 32580-13700	Clutch		\$969.64
(1)	# 13968	Turbo		\$1800.00
TOTAL PARTS				<u>\$5355.70</u>

LABOR TO GO TO QUARRY & REMOVE CLUTCH HSG. AND BRING INTO SHOP, DISASSEMBLE AND OVERHAUL.

LABOR 25 Hours @ \$44.00/hour	\$1100.00
SHOP SUPPLIES	\$ 88.00
SC TAX N/A	

TOTAL	<u>\$6573.70</u>
-------	------------------

*W. Mark Anderson*

Mark Anderson  
Parts Manager

*parts in stock, per mark.*

OCONEE COUNTY BID TABULATION

BID FOR: Rebuilding Engine in Mitsubishi 580 Shovel

DATE: April 13, 1995

BID NO: 94-32

LOCATION: Walhalla, SC 29691

TIME: 2:00 p.m.

BIDDERS	Pioneer Machinery Inc.	Road Machinery Services, Inc.	Blanchard Machinery	L. B. Smith
Base Bid - Basic Rebid	23,297.16	33,500.00	No Bid	No Bid
Additional Work if Nec				
Camshaft	1,318.51	3,356.88		
Crankshaft	7,385.53	11,688.77		
Heads (each)	1,367.69/ea	2,128.94/ea		
Oil Cooler	3,018.69	2,708.10		
Timing Gears	1,656.39	1,105.76		
Other (specify)				
Option #1 Rebid Engine Availability	No Bid	No Bid		
Option #2 New Engine Availability	No Bid	72,657.18 30-60 days		
	Parts availability 90 days			
	Plus freight on parts estimated \$300 - \$2547.			

ATTENDING OFFICER: Jenny Peay, Ann Albertson - Purchasing; Lee Davis - Motor Pool; Jim Smith, Albert McWhorter - Public Buildings



**Community EMS Assistance Program**

**1. Basic Life Support Equipment**

Quantity	Item	Total
2	F.W. Position Stretcher	1,670

BLS Total \$ 1,670

**2. Advanced Life Support Equipment**

Quantity	Item	Total
2	Physio Control Lifepack 10	17,990

ALS Total \$ 17,990

**3. Extrication Equipment**

Quantity	Item	Total

Ext. Equip. Total \$ \_\_\_\_\_

4. Communications Equipment

Quantity	Item	Total
2	HT 1000 Portable Radio	1,560

Communication Equipment Total \$ 1,560

5. Training

Quantity	Item	Total

Training Total \$ \_\_\_\_\_

6. Other/Describe (Ambulance)

Quantity	Item	Total

Other Totals \$ \_\_\_\_\_



### Budget Justification

Please state, in a concise manner, specifically how each item of equipment or each training course that you have requested will provide improved patient care in your area. State how many items you now have and why you need more. (i.e. We have five ambulances, four at the ALS level and wish to upgrade the fifth ambulance to ALS and need a defibrillator and four paramedic tuitions)

Be as complete as possible to avoid any confusion to decrease the need for additional justification. Attach extra pages, brochures, vendor literature (**only** on items that are unusual/innovative) to explain.

1. Because of transports of two patients at a time, we are in need of portable stretchers with the capability on lifting the patients' head. These are for patients riding on the bench seat.

2. Upgrade of all trucks with extreme pacer capabilities.

3. Addition of convadescent crew created need for two additional hand held radios.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ by and between EASTERN AVIATION FUELS, INC., a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in Craven County, North Carolina, and hereinafter referred to as Lessor, and OCONEE COUNTY, hereinafter referred to as Lessee:

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the Oconee County Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

1976 GMC Avgas Refueler; VIN #TCT336B515542; EAF ID#757602A

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of \$400 per month for the avgas refueler, plus applicable sales and use tax, to commence as of the first day of September, 1995. ~~Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.~~

2. This agreement shall remain in effect for a primary term of one year<sup>s</sup> beginning on the first day of September 1995, ~~and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least thirty (30) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement.~~

3. Said refueling equipment shall in no way become the property of Lessee,

or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at Oconee County Airport, Seneca, South Carolina for handling the aviation fuels supplied by Eastern Aviation Fuels, Inc.

4. Lessee shall pay all taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.

5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment; ~~and Lessee agrees to release, indemnify and hold the Lessor and the owner of said refueling equipment harmless from and against any and all claims, liabilities, losses, obligations and causes of action for injury or death of any and all persons, or for damage to or destruction of any or all property arising out of or resulting from the condition, existence, use or maintenance of such refueling equipment, including, but not limited to loss or damage to the refueling equipment, whether or not any of same shall result in whole or in part from the negligence of Lessee or those acting under it. SAID REFUELING EQUIPMENT IS LEASED "AS IS" WITHOUT WARRANTY AS TO MERCHANTABILITY, TITLE, CONDITION, OR FITNESS FOR ANY PURPOSE.~~ It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.

6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.

7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.

*to the extent permitted by law and <sup>subject to the</sup> requirements of Lessee's insurer*

8. Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this lease ~~with Lessor named as an additional insured party,~~ and to furnish a copy of certificate of insurance to Lessor.

*\* Subject to approval by our insurance carrier in Advance*

9. This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to

avoid any insurance covering the same; or as a public or private livery; or permit the vehicle to become subject to any lien, charge or encumbrances.

11. The Lessee is responsible for:

- A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, etc. The Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)
- B. ~~Quality control inspections on the fueling equipment and for filter replacement at regular intervals.~~
- C. Furnishing all fuel for refueling equipment.
- D. Checking and maintaining sufficient supply of lubricating oil in crankcase.
- E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.
- F. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.
- G. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.
- H. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.
- I. Keeping all fire extinguishers fully charged and in good working order.
- J. Pay for meter calibration, if any required.
- K. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.
- L. Furnish any ladders desired by Lessee.
- M. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

- N. Wash and clean refueling equipment as necessary to maintain good appearance.
- O. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. ~~Lessee agrees to release, defend, indemnify, and hold Lessor harmless from and against any and all claims, liabilities, or loss expense (including attorney fees), obligation and causes for action for injury to or death of any and all persons or for damage to or destruction of any and all property arising out of, or resulting from the use, maintenance and operation of the vehicle.~~

*subject to approval by our insurance carrier*

*negotiate*

*by Lessee or its Agents or employees*

13. ATTORNEY AND/OR COLLECTION FEES. ~~In the event of default by the Lessee, Lessee agrees to pay Lessor a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Lessee agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance, or the enforcement of this agreement.~~

*In the event of a breach of this agreement which results in litigation, the prevailing party will be entitled to recover*

*reasonable attorney fees and costs advanced*

14. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture. ~~Lessee shall indemnify and hold the Lessor harmless against any and all claims for damages or injury to any personal property sustained in the operation, use and maintenance of the said vehicle as a result of any willful, intentional, or negligent acts or conduct of Lessee, its agents or employees.~~

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto affixed, all by order of their respective Boards of Directors and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

EASTERN AVIATION FUELS, INC.

\_\_\_\_\_  
Robert L. Stallings, III, President

ATTEST:

\_\_\_\_\_  
OCONEE COUNTY  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_